

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

VIRGINIA ANNE BONITO

Plaintiff,

-against-

EMPIRE CHESAPEAKE HOLDINGS LLC,
ET AL.,

Defendants.

Index No. 656943/2021

**AFFIRMATION IN
OPPOSITION TO MOTION
FOR PRELIMINARY
INJUNCTION AND IN
SUPPORT OF CROSS-
MOTION TO DISMISS AND
FOR SANCTIONS**

I, MATTHEW J. PRESS, an attorney admitted to the bar of this state, swear and affirm as follows:

1. I am counsel to Defendants Empire Chesapeake Holdings LLC, Chelsea Arts Holdings LLC (“Chelsea”) and Ian Peck (collectively, “Defendants” or “Empire Chesapeake”). I submit this Affirmation in opposition to the motion of Plaintiff Virginia Anne Bonito (“Plaintiff” or “Bonito”) for a preliminary injunction and in support of Defendants’ cross-motion (1) to dismiss the Complaint; and (2) for an award of sanctions under N.Y.C.R.R. 130-1.1.

2. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s Complaint in this matter.

3. On December 15, 2020, Bonito’s creditor, Ansible Ventures, Inc. (“Ansible”), brought a confidential arbitration proceeding against her before the American Arbitration Association (the “Ansible Arbitration”) and obtained a series of restraining orders which, among other things, prevented her from freely moving the Painting. The Ansible Arbitration was not of

public record.

4. Attached hereto as **Exhibit 2** is a true and correct copy of the order of the arbitrator in *Ansible Ventures, Inc., et al. v. Bonito*, American Arbitration Associate, Case No. 01-20-0014-7339, dated December 15, 2020.

5. Attached hereto as **Exhibit 3** is a true and correct copy of the order of the arbitrator in *Ansible Ventures, Inc., et al. v. Bonito*, American Arbitration Associate, Case No. 01-20-0014-7339, dated December 21, 2020.

6. Attached hereto as **Exhibit 4** is a true and correct copy of the order of the arbitrator in *Ansible Ventures, Inc., et al. v. Bonito*, American Arbitration Associate, Case No. 01-20-0014-7339, dated March 16, 2021.

7. Attached hereto as **Exhibit 5** is a true and correct copy of the order of the arbitrator in *Ansible Ventures, Inc., et al. v. Bonito*, American Arbitration Associate, Case No. 01-20-0014-7339, dated March 26, 2021.

8. In October 2021, out of the blue, Bonito's counsel, Malcolm Taub, reached out to me, proposing to "return" Empire Chesapeake's advances to Bonito, which Bonito incorrectly calculated to be \$33,000, in exchange for releasing Empire Chesapeake's UCC-1 lien against the Painting.

9. In response, I advised Taub that, pursuant to the Revised Note, as extended, Empire Chesapeake's substantial advances gave it a present direct interest in the Painting, which Empire Chesapeake calculated to be 13%, and that Bonito had breached her promise of exclusivity, as well as Empire Chesapeake's right of first refusal. I presented this position to Taub in a series of emails, dated November 23 and 24, 2021.

10. One of Taub's emails in this series, on November 24, 2021, apparently was blind

copied to Cliff Schorer, the principal of Bottom Line Exchange Company (“Bottom Line”). On November 23, 2021, Schorer mistakenly replied to all, including me. Schorer wrote: “Thanks for copying me and hopefully they will agree to accept their money back. . . . Fingers crossed on this Ian P%\$#tz.” A true and correct copy of this email exchange is attached hereto as **Exhibit 6**.

11. In response, on November 23, 2021, Empire Chesapeake advised Schorer that, by virtue of making the advances, it “holds a UCC lien on the painting,” and that “[a]s part of the agreement, Empire Chesapeake has direct interest in the painting proportional to the percentage of its advances and expenses to the purchase price, which it calculates to be 13%.” *See id.* Empire Chesapeake strongly objected to any sale of the Painting without its consent. *See id.*

12. Although Empire Chesapeake invited Schorer to engage in direct discussions concerning Empire Chesapeake’s rights and claims, Schorer did not respond.

13. Thereafter, fully on notice of Empire Chesapeake’s rights and claims, Bottom Line proceeded to purchase the Painting from Bonito and to consign it to Sotheby’s for an auction scheduled to take place on January 27, 2022. Public filings indicate that Bonito paid Ansible from funds provided by Bottom Line on or about December 2, 2021. A true and correct copy of Ansible’s Satisfaction of Judgment, dated December 2, 2021, is attached hereto as **Exhibit 7**.

14. I declare under penalty of perjury that the foregoing is true and correct, to the best of my knowledge, information and belief.

DATED: New York, New York
January 10, 2021


Matthew J. Press